



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for damage to the unit, site or property and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on April 04, 2011. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents the fifth day after they were mailed as per section 90(a) of the *Act*.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly sworn evidence presented at the hearing I have determined:

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

This month to month tenancy started on May 01, 2009. Market rent for this unit was \$672.00 per month however the tenants paid a subsidized rent of \$362.00 per month which was due on the first day of each month in advance.

The landlord testifies that the tenant failed to pay rent for April, 2010 in the amount of \$362.00. The landlord testifies the tenant moved from the rental unit on April 30, 2010. The landlord testifies the tenant did not provide a forwarding address at that time and it took the landlord until February, 2011 to find the tenant in order to serve her with their application and Notice of hearing. The landlord seeks to recover the unpaid rent of \$362.00 from the tenant.

The landlord testifies that the tenant did not clean the carpets at the end of the tenancy and in the living room and on the stairs. These carpets required professional cleaning due to the smell of urine coming from them. The landlord agrees there were already some stains on the living room carpet at the start of this tenancy but tenants are required to clean carpets again if the tenancy is longer than one year. The landlord also testifies that the tenant left a large amount of personal belongings and garbage behind in the unit. The landlord seeks to recover \$100.80 for carpet cleaning and \$40.30 to remove furniture and personal belongings. The landlord also states they had to clean the unit as they tenant had not maintained reasonable standards of cleanliness. This took over 12 hours to clean however the landlord only seeks to recover 6 hours cleaning at \$20.00 per hour to the sum of \$120.00.

The landlord has provided copies of the move in and move out condition inspection reports, photographic evidence and invoices for the cost of the work. The landlord has also provided the tenants account statement showing the unpaid rent.

The tenant does not dispute that she owes rent and states she had to leave the rental unit in a hurry due to a family illness. The tenant testifies that she cleaned the walls, floors and

bathroom to the best of her ability. The tenant states the carpets were already stained and agrees she did not have time to clean these before she moved out. The tenant also agrees she did leave many of her personal belongings behind. The tenant does not dispute the landlords' charges and agrees to pay them for this work.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. With regard to the landlords claim for unpaid rent; s. 26 of the Act states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I find the tenant does not dispute that she owes rent of \$362.00 to the landlord. Consequently I find the landlord is entitled to recover unpaid rent for April, 2010 and will receive a Monetary Order to the sum of **\$362.00** pursuant to s. 67 of the *Act*.

With regard to the landlords claim for damages to the rental unit; this in essence refers to the cleaning of the unit, carpet cleaning and removal of furniture and personal belongings. I find from the undisputed evidence presented that the landlord has shown that the tenant did not clean the rental unit, the carpets were left in an unclean condition and the tenant had left a large amount of personal items behind at the unit. Consequently I find the landlord has established their claim for a Monetary Order to recover the sum of **\$261.10** from the tenant pursuant to s. 67 of the *Act*.

As the landlord has been successful with their claim I find they are also entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

Unpaid rent	\$362.00
Cleaning, carpet cleaning and furniture	\$261.10

removal	
Subtotal	\$623.10
Plus filing fee	\$50.00
Total amount due to the landlord	\$673.10

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$673.10**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 15, 2011.

Residential Tenancy Branch